

**EXHIBIT A**

# Cadogan Tate

FINE ART LOGISTICS

MOVING • STORAGE • PACKING • SHIPPING

- Furniture

- Council -

Recycle.

- check for a  
log keeping.

Fax 020 7493 5158 / 020 7499 5166

2 August 2005

Mrs Renata Tanaka  
Amerindo  
Advisors (UK) Limited  
43 Upper Grosvenor Street  
London W1X 9PG

Dear Mrs Tanaka

## Collection and delivery of items for Storage, Christies, and Lloyds International

Further to my recent visit I have pleasure in enclosing my quotations for the various elements of your move.

As discussed, insurance has not been included in any part of the removal.

The quotations have been broken down as follows:

**Estimate 5099.** This is for the provision of 2 packers to assist in the packing of files and dismantling of furniture in preparation of the movement days.

**Estimate 5100.** This is for the collection and delivery of items to the various Christies departments.

**Estimate 5101.** This is for the collection and delivery of items to Lloyds International Auctioneers.

**Estimate 5102.** This is for collection and delivery of items selected for storage.

My suggested schedule for your removal is as follows:

9-11 Aug	2 packers on site for file packing and dismantling of furniture
11 Aug	Collect and deliver items for Christies
12 Aug	Collect and deliver items for Lloyds
13 Aug	Collect and deliver items for Storage

Parking has been reserved outside 40-42 Upper Grosvenor Street, the nearest point permissible to your address. The suspension charges are included in the estimates.

There will be an additional charge of £275.00 plus VAT for the provision of an electrician to remove the two brass chandeliers and two wall lights.

Finally please complete page 2 of each estimate that you wish to accept, and fax back on 020 7819 6601.

LONDON ♦ NEW YORK ♦ PARIS

FINE ART LOGISTICS 6-12 PONTON ROAD LONDON SW8 5BA UNITED KINGDOM

T ♦ +44 (0)20 7819 6600 F ♦ +44 (0)20 7819 6601 E ♦ fineart@cadogantate.com

www.cadogantate.com


FINE ART LOGISTICS LIMITED REGISTERED IN ENGLAND NO.04026372 AT CADOGAN HOUSE 239 ACTON LANE PARK ROYAL LONDON NW10 7NP VAT NO:GB 697 4942 56



Should you have any further questions regarding any part of you move please contact me on 07714 412072.

I look forward to hearing from you in due course.

Yours sincerely,



Paul Higgs

# Cadogan Tate

FINE ART LOGISTICS  
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Renata Tanaka  
 43 Upper Grosvenor Street

Page 1

London  
 W1X 9PG

02 August 2005

## ESTIMATE & ACCEPTANCE FORM FOR REMOVALS & STORAGE

This document is on two pages

Estimate Number: **5099** /FAS/ PFH

Re: Provision of 2 x Porters for packing assistance and dismantling of  
 furniture, 9-11 Aug 05

### Administration & Handling

For Packing, Collection	VAT Code T1	0.00
Packing/Casing Only	VAT Code T1	1,078.00
Administration	VAT Code T1	0.00
Insurance @ 12.5% of Charges (Value Up to £150,000)	VAT Code T2	0.00
Insurance as % of Value	VAT Code T2	0.00
	VAT @ 17.5%	187.25
	<b>Total Charge</b>	<b>£1,257.25</b>

### Storage Details & Charges

Estimated Number Containers	0	@	£0.00	Per Container Per Week
Estimated Storage Area	0	@	£0.00	Per Sq Ft Per Week
Storage Charge Per Week			VAT Code T1	0.00
			VAT @ 17.5%	0
			<b>Total Charge</b>	<b>£0.00</b>

If any additional items are received into store on your account and the area occupied then exceeds the above, we will charge you extra at the same rate per square foot for the excess area to the month end. Thereafter, the charges will be calculated on the total combined area. The minimum storage period for items held in our warehouse is four weeks and invoices are raised monthly in advance.

### Storage Insurance Details & Charges

All Risks Insurance can be arranged at the following Rate(s) Per Annum

Value up to £50,000	@	0.00%	of Value
Value £50,000 to £100,000	@	0.00%	
Value £100,000 to £500,000	@	0.00%	
Value over £500,000	@	0.00%	

Total Consignment Value	£0	
Insurance Premium Per Week	£	
	VAT Code T1	0.00
	VAT @ 17.5%	0.00
	Total Charge	£0.00

If any additional items are received into store on your account and the value then exceeds the above, in order to effect full cover on the goods in store an extra premium will be charged at the above rates to the month end. Thereafter, the premium will be calculated on the total value and will be invoiced monthly in advance. The minimum value insurable is £10,000.

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**WWW.CADOGAN TATE.COM**

FINE ART LOGISTICS LIMITED REGISTERED IN ENGLAND NO. 01026572 AT CADOGAN HOUSE 239 ACTON LANE PARK ROYAL LONDON NW10 7NP  
 VAT NO. GB 597 4942 66

Fine Art Logistics Limited is an Appointed Representative of RUTHERFORD Insurance Brokers Ltd which is authorised and regulated by the Financial Services Authority

# Cadogan Tate

FINE ART LOGISTICS

MOVING • STORAGE • PACKING • SHIPPING

Renata Tanaka

Page 2

02 August 2005

Estimate Number: 5099 /FAS/ PFH

## Invoicing & Payment Terms

All invoices for removal charges must be paid in advance of the removal.  
Storage charges and any insurance premiums payable are invoiced from the date of arrival at the warehouse until the month end. Thereafter, they are invoiced monthly in advance.

Our charges can be settled either by payment in full within thirty days by cheque or by standing charge to your credit card account. Interest will be charged on all accounts outstanding more than thirty days.

## VAT Codes

VAT Code T1 = 17.5%

VAT Code T2 = 0%

## Communications

It is important for us to have your current address while your items are in store for all correspondence and notices.

Whilst my/our property is in store, all correspondence should be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My solicitor or other authorised representative is:

\_\_\_\_\_

## Acceptance of Estimate

- I/we understand and agree that all services will be provided under your standard Terms & Conditions Of Business set out on the reverse of this estimate
- I/we have read your Service Specification & Related Services and agree to all services being provided on this basis

☐ \* Please arrange on my/our behalf the All Risks Insurance offered in this estimate.  
I/we have noted the summary of the policy terms and I/we understand the full policy is available for inspection upon request

## Consignment Value

- I/we declare that the value of the consignment is as set out below. If you do not declare a value your property will be considered to be worth a maximum of **£10,000**
- I/we confirm the consignment value to be: £ \_\_\_\_\_

☐ \* I/we decline your offer of All Risks insurance and have noted the limits of liability in your standard Terms & Conditions Of Business

\* Please initial one box above as appropriate

I/we accept your offer of removals and storage set out in this estimate. Please note that the company reserves the right to amend this estimate if you do not accept it within a period of 60 days

Renata Tanaka

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



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# Cadogan Tate

**FINE ART LOGISTICS**  
 MOVING • STORAGE • PACKING • SHIPPING

Renata Tanaka  
 43 Upper Grosvenor Street

Page 1

London  
 W1X 9PG

02 August 2005

**ESTIMATE & ACCEPTANCE FORM  
 FOR REMOVALS & STORAGE**  
 This document is on two pages

Estimate Number: **5100** /FAS/ PFH

Re: Collection and delivery of furniture to Christies as directed  
 11 Aug 05

**Administration & Handling**

For Packing, Collection	VAT Code T1	945.00
Packing/Casing Only	VAT Code T1	0.00
Administration	VAT Code T1	0.00
Insurance @ 12.5% of Charges (Value Up to £150,000)	VAT Code T2	0.00
Insurance as % of Value	VAT Code T2	0.00
	VAT @ 17.5%	165.38
	<b>Total Charge</b>	<b>£1,110.38</b>

**Storage Details & Charges**

Estimated Number Containers	0 @ £0.00	Per Container Per Week
Estimated Storage Area	0 @ £0.00	Per Sq Ft Per Week
Storage Charge Per Week	VAT Code T1	0.00
	VAT @ 17.5%	0
	<b>Total Charge</b>	<b>£0.00</b>

If any additional items are received into store on your account and the area occupied then exceeds the above, we will charge you extra at the same rate per square foot for the excess area to the month end. Thereafter, the charges will be calculated on the total combined area. The minimum storage period for items held in our warehouse is four weeks and invoices are raised monthly in advance.

**Storage Insurance Details & Charges**

All Risks Insurance can be arranged at the following Rate(s) Per Annum

Value up to £50,000	@	0.00%	of Value
Value £50,000 to £100,000	@	0.00%	
Value £100,000 to £500,000	@	0.00%	
Value over £500,000	@	0.00%	

Total Consignment Value

£0

Insurance Premium Per Week £

VAT Code T1	0.00
VAT @ 17.5%	0.00
<b>Total Charge</b>	<b>£0.00</b>

If any additional items are received into store on your account and the value then exceeds the above, in order to effect full cover on the goods in store an extra premium will be charged at the above rates to the month end. Thereafter, the premium will be calculated on the total value and will be invoiced monthly in advance. The minimum value insurable is £10,000.

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# Cadogan Tate

## FINE ART LOGISTICS

MOVING • STORAGE • PACKING • SHIPPING

Renata Tanaka

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02 August 2005

Estimate Number: 5100 /FAS/ PFH

### Invoicing & Payment Terms

All invoices for removal charges must be paid in advance of the removal.  
Storage charges and any insurance premiums payable are invoiced from the date of arrival at the warehouse until the month end. Thereafter, they are invoiced monthly in advance.

Our charges can be settled either by payment in full within thirty days by cheque or by standing charge to your credit card account. Interest will be charged on all accounts outstanding more than thirty days.

### VAT Codes

VAT Code T1 = 17.5%

VAT Code T2 = 0%

### Communications

It is important for us to have your current address while your items are in store for all correspondence and notices.

Whilst my/our property is in store, all correspondence should be sent to:

My solicitor or other authorised representative is:

### Acceptance of Estimate

- I/we understand and agree that all services will be provided under your standard Terms & Conditions Of Business set out on the reverse of this estimate
- I/we have read your Service Specification & Related Services and agree to all services being provided on this basis

☐ \* Please arrange on my/our behalf the All Risks insurance offered in this estimate.  
I/we have noted the summary of the policy terms and I/we understand the full policy is available for inspection upon request

### Consignment Value

- I/we declare that the value of the consignment is as set out below. If you do not declare a value your property will be considered to be worth a maximum of £10,000
- I/we confirm the consignment value to be: £ \_\_\_\_\_

☐ \* I/we decline your offer of All Risks insurance and have noted the limits of liability in your standard Terms & Conditions Of Business

\* Please initial one box above as appropriate

I/we accept your offer of removals and storage set out in this estimate. Please note that the company reserves the right to amend this estimate if you do not accept it within a period of 60 days

Renata Tanaka

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



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# Cadogan Tate

FINE ART LOGISTICS

MOVING • STORAGE • PACKING • SHIPPING

Renata Tanaka  
43 Upper Grosvenor Street

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London  
W1X 9PG

02 August 2005

## ESTIMATE & ACCEPTANCE FORM FOR REMOVALS & STORAGE

This document is on two pages

Estimate Number: **5101** /FAS/ PFH

Re: Collection and delivery of furniture to Lloyds as directed  
12 Aug 05

### Administration & Handling

For Packing, Collection	VAT Code T1	945.00
Packing/Casing Only	VAT Code T1	0.00
Administration	VAT Code T1	0.00
Insurance @ 12.5% of Charges (Value Up to £150,000)	VAT Code T2	0.00
Insurance as % of Value	VAT Code T2	0.00
	VAT @ 17.5%	165.38
	<b>Total Charge</b>	<b>£1,110.38</b>

### Storage Details & Charges

Estimated Number Containers	0 @ £0.00	Per Container Per Week	
Estimated Storage Area	0 @ £0.00	Per Sq Ft Per Week	
Storage Charge Per Week	VAT Code T1	0.00	
	VAT @ 17.5%	0	
	<b>Total Charge</b>	<b>£0.00</b>	

If any additional items are received into store on your account and the area occupied then exceeds the above, we will charge you extra at the same rate per square foot for the excess area to the month end. Thereafter, the charges will be calculated on the total combined area. The minimum storage period for items held in our warehouse is four weeks and invoices are raised monthly in advance.

### Storage Insurance Details & Charges

All Risks Insurance can be arranged at the following Rate(s) Per Annum

Value up to £50,000	@	0.00%	of Value
Value £50,000 to £100,000	@	0.00%	
Value £100,000 to £500,000	@	0.00%	
Value over £500,000	@	0.00%	

Total Consignment Value	£0	
Insurance Premium Per Week	£	
	VAT Code T1	0.00
	VAT @ 17.5%	0.00
	<b>Total Charge</b>	<b>£0.00</b>

If any additional items are received into store on your account and the value then exceeds the above, in order to effect full cover on the goods in store an extra premium will be charged at the above rates to the month end. Thereafter, the premium will be calculated on the total value and will be invoiced monthly in advance. The minimum value insurable is £10,000.

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# Cadogan Tate

FINE ART LOGISTICS

MOVING • STORAGE • PACKING • SHIPPING

Renata Tanaka

Page 2

02 August 2005

Estimate Number: 5101 /FAS/ PFH

**Invoicing & Payment Terms**

All invoices for removal charges must be paid in advance of the removal.

Storage charges and any insurance premiums payable are invoiced from the date of arrival at the warehouse until the month end. Thereafter, they are invoiced monthly in advance.

Our charges can be settled either by payment in full within thirty days by cheque or by standing charge to your credit card account. Interest will be charged on all accounts outstanding more than thirty days.

**VAT Codes**

VAT Code T1 = 17.5%

VAT Code T2 = 0%

**Communications**

It is important for us to have your current address while your items are in store for all correspondence and notices.

Whilst my/our property is in store, all correspondence should be sent to:

\_\_\_\_\_

\_\_\_\_\_

My solicitor or other authorised representative is:

\_\_\_\_\_

**Acceptance of Estimate**

- I/we understand and agree that all services will be provided under your standard Terms & Conditions - Of Business set out on the reverse of this estimate
- I/we have read your Service Specification & Related Services and agree to all services being provided on this basis



Please arrange on my/our behalf the All Risks insurance offered in this estimate.  
I/we have noted the summary of the policy terms and I/we understand the full  
policy is available for inspection upon request

**Consignment Value**

- I/we declare that the value of the consignment is as set out below. If you do not declare a value your property will be considered to be worth a maximum of £10,000
- I/we confirm the consignment value to be: £ \_\_\_\_\_



I/we decline your offer of All Risks Insurance and have noted the limits of liability in your standard  
Terms & Conditions Of Business

\* Please initial one box above as appropriate

I/we accept your offer of removals and storage set out in this estimate. Please note that the company reserves the right to amend this estimate if you do not accept it within a period of 60 days

Renata Tanaka

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



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# Cadogan Tate

FINE ART LOGISTICS

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Renata Tanaka  
43 Upper Grosvenor Street

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London  
W1X 9PG

02 August 2005

## ESTIMATE & ACCEPTANCE FORM FOR REMOVALS & STORAGE

This document is on two pages

Estimate Number: **5102** /FAS/ PFH

Re: Collection and delivery of items selected for storage  
13 Aug 05

### Administration & Handling

For Packing, Collection

VAT Code T1 825.00

Packing/Casing Only

VAT Code T1 0.00

Administration

VAT Code T1 0.00

Insurance @ 12.5% of Charges (Value Up to £150,000)

VAT Code T2 0.00

Insurance as % of Value

VAT Code T2 0.00

VAT @ 17.5% 144.38

Total Charge **£969.38**

### Storage Details & Charges

Estimated Number Containers

0 @ £0.00 Per Container Per Week

Estimated Storage Area

200 @ £0.90 Per Sq Ft Per Week

Storage Charge Per Week

VAT Code T1 160.00

VAT @ 17.5% 28

Total Charge **£188.00**

If any additional items are received into store on your account and the area occupied then exceeds the above, we will charge you extra at the same rate per square foot for the excess area to the month end. Thereafter, the charges will be calculated on the total combined area. The minimum storage period for items held in our warehouse is four weeks and invoices are raised monthly in advance.

### Storage Insurance Details & Charges

All Risks Insurance can be arranged at the following Rate(s) Per Annum

Value up to £50,000	@	0.00%	of Value
Value £50,000 to £100,000	@	0.00%	
Value £100,000 to £500,000	@	0.00%	
Value over £500,000	@	0.00%	

Total Consignment Value **£0**

Insurance Premium Per Week **£**

VAT Code T1 0.00

VAT @ 17.5% 0.00

Total Charge **£0.00**

If any additional items are received into store on your account and the value then exceeds the above, in order to effect full cover on the goods in store an extra premium will be charged at the above rates to the month end. Thereafter, the premium will be calculated on the total value and will be invoiced monthly in advance. The minimum value insurable is £10,000.

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# Cadogan Tate

FINE ART LOGISTICS

MOVING • STORAGE • PACKING • SHIPPING

Renata Tanaka

Page 2

02 August 2005

Estimate Number: **5102** /FAS/ PFH

## Invoicing & Payment Terms

All invoices for removal charges must be paid in advance of the removal.  
Storage charges and any insurance premiums payable are invoiced from the date of arrival at the warehouse until the month end. Thereafter, they are invoiced monthly in advance.

Our charges can be settled either by payment in full within thirty days by cheque or by standing charge to your credit card account. Interest will be charged on all accounts outstanding more than thirty days.

## VAT Codes

VAT Code T1 = 17.5%

VAT Code T2 = 0%

## Communications

It is important for us to have your current address while your items are in store for all correspondence and notices.

Whilst my/our property is in store, all correspondence should be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My solicitor or other authorised representative is:

\_\_\_\_\_

## Acceptance of Estimate

- I/we understand and agree that all services will be provided under your standard Terms & Conditions Of Business set out on the reverse of this estimate
- I/we have read your Service Specification & Related Services and agree to all services being provided on this basis



Please arrange on my/our behalf the All Risks insurance offered in this estimate.  
I/we have noted the summary of the policy terms and I/we understand the full policy is available for inspection upon request

## Consignment Value

- I/we declare that the value of the consignment is as set out below. If you do not declare a value your property will be considered to be worth a maximum of **£10,000**
- I/we confirm the consignment value to be: £ \_\_\_\_\_



I/we decline your offer of All Risks insurance and have noted the limits of liability in your standard Terms & Conditions Of Business

\* Please initial one box above as appropriate

I/we accept your offer of removals and storage set out in this estimate. Please note that the company reserves the right to amend this estimate if you do not accept it within a period of 60 days

Renata Tanaka

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



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FINE ART LOGISTICS LIMITED REGISTERED IN ENGLAND NO. 04028313 AT CADOGAN HOUSE 239 ACTON LANE PARK ROYAL LONDON NW10 7NP  
VAT NO. GB 697 4902 66

Fine Art Logistics Limited is an Approved Representative of RP Heddon Insurance Brokers Ltd which is authorised and regulated by the Financial Services Authority

## Fine Art Logistics Limited – Consumer Terms & Conditions

### Introduction

These conditions explain the rights, obligations, and responsibilities of all parties to this Agreement. Where we use the word "you" or "your" it means the Customer: "we", "us", "our" or "Cadogan Tate" means Fine Art Logistics Limited. These terms and conditions can be varied or amended subject to prior written agreement. Your attention is drawn to Clauses 8, 9, 10 and 11 which limit our liability and you should therefore consider specialist insurance to cover your goods or premises. We are able to arrange such insurance on your behalf. This insurance will form a separate agreement between you and the insurers and separate conditions will apply.

### 1. Our Quotation

- 1.1 Our quotation, unless otherwise stated, does not include insurance, customs duties and inspections or any other fees or taxes payable to government bodies.
- 1.2 We may change the price or make additional charges if circumstances are found to apply which have not been taken into account when preparing our quotation and confirmed by us in writing. These include:
  - 1.2.1 You do not accept our quotation in writing within 28 days, or the work is not carried out or completed within three months.
  - 1.2.2 Our costs change because of currency fluctuations or changes in taxation or freight charges beyond our control.
  - 1.2.3 The work is carried out on a Saturday, Sunday, or Public Holiday or outside normal hours (08.00-18.00hrs) at your request.
  - 1.2.4 We have to collect or deliver goods at your request above the ground floor and first upper floor.
  - 1.2.5 If you deliver or collect some or all of the goods to or from our warehouse, we are entitled to make a charge for receiving or handing them over. We supply any additional services, including moving or storing extra goods (these conditions apply to such work).
- 1.3 The stairs, lifts or doorways are inadequate for free movement of the goods without mechanical equipment or structural alteration, or the approach, road or drive is unsuitable for our vehicles and/or containers to load and/or unload within 20 metres of the doorway.
  - 1.2.8 We have to pay parking or other fees or charges in order to carry out services on your behalf.
  - 1.2.9 There are delays or events outside our reasonable control which increase or extend the resources or time allowed to complete the agreed work.
  - 1.2.10 We agree in writing to increase our limit of liability set out in Clause 8.1.
- 1.3 In any such circumstances, adjusted charges may apply and become payable.
2. Work Not Included in the Quotation
  - 2.1 Unless agreed by us in writing, we will not:
    - 2.1.1 Dismantle or assemble unit or system furniture (flat-pack), fittings or fittings.
    - 2.1.2 Disconnect, re-connect, dismantle or re-assemble appliances, fixtures, fittings or equipment.
    - 2.1.3 Take up or lay fitted floor coverings.
    - 2.1.4 Move items from a loft, unless properly lit and floored and safe access is provided.
    - 2.1.5 Move or store any items excluded under Clause 4.
  - 2.2 Our staff are not authorized or qualified to carry out such work. We recommend that a properly qualified person is separately employed by you to carry out these services.
3. Your Responsibility
  - 3.1 It will be your sole responsibility to:
    - 3.1.1 Declare to us, in writing, the value of the goods being removed and/or stored. If it is subsequently established that the value of the goods removed or stored is greater than the actual value you declare, you agree that our liability under clause 8.1 and 8.2 will be reduced to reflect the proportion that your declared value bears to their actual value.
    - 3.1.2 Arrange adequate insurance cover for the goods submitted for removal transit and/or storage, against all insurable risks as our liability is limited under clauses 8.1 and 8.2.
    - 3.1.3 Obtain at your own expense, all documents, permits, permissions, licences, customs documents necessary for the removal to be completed.
    - 3.1.4 Be present or represented during the collection and delivery of the removal.
    - 3.1.5 Ensure authorized signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of collection or delivery of goods.
    - 3.1.6 Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.
    - 3.1.7 Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.
    - 3.1.8 Prepare adequately and stabilize all appliances or electronic equipment prior to their removal.
    - 3.1.9 Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents.
    - 3.1.10 Provide us with a telephone number and contact address for correspondence during removal transit and/or storage of goods.
  - 3.2 Other than by reason of our negligence or breach of this contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.

4. Goods Not to be Submitted for Removal or Storage
  - 4.1 Unless previously agreed in writing by a director or other authorized company representative, the following items must not be submitted for removal or storage and will under no circumstances be moved or stored by us. The items listed under 4.1.1 below may present risks to health and safety and of fire. Items listed under 4.1.2 to 4.1.6 below carry other risks and you should make your own arrangements for their transport and storage.
    - 4.1.1 Prohibited or stolen goods, drugs, pornographic material, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.
    - 4.1.2 Jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of any similar kind.
    - 4.1.3 Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination.
    - 4.1.4 Perishable items and/or those requiring a controlled environment.
    - 4.1.5 Any animals, birds or fish.
    - 4.1.6 Goods which require special licence or government permission for export or import.
  - 4.2 If we do agree to remove such goods, we will not accept liability for loss or damage unless we are negligent or in breach of contract, in which case all these conditions will apply. If you submit such goods without our knowledge we will make them available for your collection and if you do not collect them within a reasonable time we will apply for an appropriate court order to dispose of any such goods found in the consignment without notice. You will furthermore pay to us any charges, expenses, damages, legal costs or penalties incurred by us.
5. Ownership of the Goods
  - 5.1 By entering into this Agreement, you guarantee that:
    - 5.1.1 The goods to be removed and/or stored are your own property, or
    - 5.1.2 The person(s) who own or have an interest in them have given you authority to make this contract and have been made aware of these conditions.
  - 5.1.3 You will pay us for any claim for damages and/or costs brought against us if either warranty 5.1.1 or 5.1.2 is not true.
6. Charges if you Postpone or Cancel the Removal
  - 6.1 If you postpone or cancel this Agreement, we will charge you according to how much notice is given. "Working Days" refer to the normal working week of Monday to Friday and excludes weekends and Public Holidays.
    - 6.1.1 More than 10 Working Days before the removal was due to start: No charge.
    - 6.1.2 Between 5 and 10 Working Days inclusive before the removal was due to start: Not more than 30% of the removal charge.
    - 6.1.3 Less than 5 Working Days before the removal was due to start: Not more than 60% of the removal charge.
  - 6.2 Any such charges shall be subject to the payment requirements of clause 7 below.
7. Payment
  - 7.1 Unless otherwise agreed by us in writing:
    - 7.1.1 Payment is required by cleared funds in advance of the removal or storage period.
    - 7.1.2 You may not withhold any part of the agreed price.
    - 7.1.3 In respect of all sums which are overdue to us, we will charge interest on a daily basis calculated at 4% per annum above the prevailing base rate for the time being of the Bank of England.
8. Our Liability for Loss or Damage
  - 8.1 Our liability for loss or damage is limited, as set out in clause 8.1.1 below. Alternatively, you may request us to increase our liability, as set out in clause 8.1.2.
  - 8.1.1 In the event of our negligence or breach of contract resulting in loss of or damage to your goods, we will pay a sum equivalent to the cost of their repair or replacement up to a maximum of £40 for any one item (see below), or
    - 8.1.2 Prior to the commencement of work and subject to our having received your itemized value inventory (see 3.1.1) we may agree to increase our liability, for an additional charge. We will not unreasonably withhold consent to such a request. This is not insurance cover and you are strongly advised to accept the insurance offered in our quotation, or if arranging insurance cover yourself, you are advised to show this contract to your insurance company. For goods destined to, or received from a place outside the United Kingdom, we will accept liability for loss or damage:
      - (a) arising from our negligence or breach of contract whilst the goods are in our physical possession, or
      - (b) whilst the goods are in the possession of others if the loss or damage is established to have been caused by our failure to pack the goods to a reasonable standard where we have been contracted to pack the goods that are subject to the claim. In either circumstances clause 8.1.1 and 8.1.2 above will apply.
  - 8.2.2 Where we engage an international transport operator, shipping company or airline to carry your goods to the place, port or airport of destination, we do so on your behalf and subject the terms and conditions set out by that carrier.
  - 8.2.3 If the carrying vessel/conveyance, should for reasons beyond the carrier's control, fail to deliver the goods, or route them to a place other than the original destination, you have limited recourse against the carrier, and may be liable for General Average contribution (the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges, the additional cost of onward transmission to the place, port or airport of destination. These are insurable risks and it is your responsibility to arrange adequate marine/transit insurer cover.
  - 8.2.4 We do not accept liability for goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract.
  - 8.3 For the purposes of this Agreement an item is defined as:
    - 8.3.1 The entire contents of a box, parcel, package, carton, or similar container; and
    - 8.3.2 Any other object or thing that is moved, handled or stored by us.

## POLICY SUMMARY

### REMOVAL BLOCK – FINE ART LOGISTICS LIMITED

"We" or "Us" or "Our" means or refers to Fine Art Logistics Limited. "You" or "your" means or refers to the insured person. "Insurer" means Helvetia International Ltd (which is authorised and regulated by the Financial Services Authority) & by various Lloyd's underwriters. Subject to you giving us written instructions to insure by completing the Insurance section of the Estimate Acceptance Form we can arrange with the insurer on your behalf insurance to cover your property as summarised below. This document is a summary only and does not include the full terms and conditions of the policy offered to you, which can be found in the policy document. You may inspect this policy document at our office upon request at any time.

#### SUMMARY OF PRINCIPAL TERMS

##### Cover:

**All Risks** - Subject to the various exceptions and exclusions set out below, All Risks of physical loss or damage in transit or store of your moveable property but not buildings ("Property") within the United Kingdom, The Channel Islands, The Isle of Man, member states of the European Union, Austria, Finland, Norway, Sweden or Switzerland.  
**Limited Risks** - For contracts for moving and storage by Fine Art Logistics Limited, we can only arrange insurance throughout, not for transit or storage alone. For contracts for self storage or for storage of property by Fine Art Logistics Limited received following transit or packing by others or contracts for transit by Fine Art Logistics Limited following storage or packing by others cover is restricted to loss or destruction of a complete non-packed item, package, case or container as a direct result of fire, lightning, explosion, thunderbolt, earthquake or submarine fire, bursting or overflowing of water or oil tanks, apparatus or pipes, (but not defective vapourisation, smoke or smudge), burglary housebreaking theft or fire (only if accompanied by forcible and violent entry or exit), aircraft or other aerial devices or articles dropped there from, storm, tempest or flood, impact by any road vehicle, horse or cattle not belonging to or under your control or that of your staff, any person taking part in a riot, strike, lock-out, labour disturbance or civil commotion or any person of malicious intent.

**Sum Insured & Policy Excess:** The sum insured shall not exceed the amount declared to Fine Art Logistics Limited on the Acceptance Form.

##### Policy Excess: Nil

**Basis of Claims Settlement:** The settlement of any claim shall be by replacement, repair and/or compensation at Underwriter's option. Insurers will take into consideration the age, quality, degree of use and consequent market value of items when calculating the settlement. If New For Old cover has been arranged, a supplementary premium has been paid and written confirmation of cover has been issued by us, in the event of the total loss or destruction of any article insured under this Insurance (except clothing and household linen), the basis of settlement shall be the cost of replacing the article as new provided that the replacement article is substantially the same as but not better than the original when new. For clothing and household linen Insurers will take into consideration the age, quality, degree of use and consequent market value of such items.

**Under-Insurances:** If you fail to declare on the Acceptance of Estimate Form the full value of your property, in the event of a claim you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total value of your property - if you under-insure you may well suffer.

**Pairs and Sets:** Where any items are part of a pair or set, Insurers will only pay for the actual parts which are lost or damaged. No payment will be made for articles that are not damaged.

**When Cover and Liability Take Effect:** Unless Fine Art Logistics Limited have agreed to allow credit and have confirmed this in writing before the work to be carried out under the contract begins, cover will not commence until all charges due under the contract have been paid in full. If Fine Art Logistics Limited have agreed and confirmed credit claims will not be admissible unless all charges due under the contract have been paid in full. Once you have issued instructions to insure and Fine Art Logistics Limited have accepted them and work has started, you are liable to pay the premium, regardless of whether or not a claim arises. Cover will continue for the duration of the move or whilst goods remain in storage. If goods remain in storage for over 1 year, you should consider reviewing the level of cover periodically to ensure that it remains adequate.

**Time Limits & Notification Details In Relation to Claims:** If you have a claim you must notify Fine Art Logistics Limited in writing at 6-12 Penton Road, Nine Elms, London SW8 5BA Telephone: 020 7919 6660 as follows:

**Removals and Storage within Great Britain:** Whether unpacked or not, within 7 days of delivery of the property or, in the case of non-delivery, 7 days from when the property should have been delivered.

**Overseas Removals and Storage:** Within 30 days of delivery or, in the case of non-delivery, within 30 days from when the property should have been delivered.

**Property Collected from Warehouse:** At the time of handing over. No claim will be entertained for loss or damage after handing over to you or your agent.

**Access & Quantification For All Claims:** Within 8 weeks of discovery of a claim you must give us or Insurers or their agents access in order to assess it and within 12 months of discovery of a claim you must fully and conclusively quantify it.

Fine Art Logistics Limited is authorised by Helvetia International Ltd to settle claims to an agreed limit. In these circumstances we are acting for Helvetia International and not the insured. You are entitled, for reasons of conflict of interest, to request the handling of your claim independently. Fine Art Logistics Limited should receive this request when the claim is first discovered and reported.

**EU Disclosure Clause (UK):** The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary, this insurance shall be subject to English Law.

**Complaints:** Any complaint should be addressed in the first instance to the arranging Broker, R P Hodson Insurance Brokers Ltd, Osborn House, 74 Middlesex Street, London E1 7EZ. Telephone 020 7422 5644. If you are not satisfied with the way a complaint has been dealt with you may be entitled to refer your case to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 3SR. Helvetia International Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

**Cancellation Rights:** You have 14 days in which to cancel this contract without incurring any charges. The cancellation period starts on the day on which the contract is concluded or the day that you receive the terms and conditions, whichever is the later. If you wish to cancel the contract, please write to R P Hodson Insurance Brokers Ltd, Osborn House, 74 Middlesex Street, London E1 7EZ.

**Duty of Disclosure:** It is your responsibility to provide complete and accurate information to us when you take out an insurance policy, throughout the life of the policy and if you renew the policy. Failure to declare material information could invalidate your insurance cover.

#### GENERAL EXCLUSIONS

1. Jewellery, cameras, watches, precious metals and precious stones, money, negotiable documents, tickets, deeds, bonds, securities, coins, medals, stamps of all kinds, except whilst in store in locked safe(s) or strongroom(s). Furs, perfumery, tobacco, cigars, cigarettes, explosives, wines, spirits and the like, except whilst carried/stored in the course of a household or office removal. Plants, foodstuffs, livestock, pets and their cages or tanks.
2. Wear and tear, gradual deterioration (including contents of deep freeze units). Loss/damage caused by vermin, moth or other insects, damp, mildew, rust, climatic or atmospheric causes or leakage of liquid from any receptacle or container. Damage to goods which are proven to be brittle or to have an inherent defect or to have been previously damaged and repaired. Damage to furniture made of MDF and/or not specifically designed for regular dis/re-assembly.
3. Mechanical/electrical damage/damage of clocks, barometers, refrigerators, freezers, washing machines and other electrical appliances, radio, television, video, sound recording or reproduction equipment, sewing machines, typewriters, accounting machines, computer and related equipment, scientific or musical instruments, unless as a direct result of external physical damage of such items or unless such damage or damage is demonstrably the direct result of inadequate packing or rough or incorrect handling by us. Loss/corruption of data except the loss of blank data storage media. (You are strongly advised to take back-up copies of all software and data before removal.)
4. Consequential loss of any kind or description.
5. Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Terrorism, Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power. This exclusion shall not apply to overseas removals whilst your property is waterborne.
6. Loss or damage from: (a) ionising radiation or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (b) radioactive, toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
7. Goods insured under another policy of insurance.
8. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or aerial devices travelling at sonic or supersonic speeds.
9. Except for Limited Risks cover, contents of any wardrobe, drawer, package, bundle, case/container not both packed and unpacked by our employees/agents unless the loss of or damage to such contents is proved beyond all reasonable doubt to have been caused by our employees/agents.
10. Goods removed/delivered from/to premises where third parties are present without our prior written consent, or to premises which are unattended.
11. ~~For storage only~~ **Storage only:** this insurance excludes the risks of breakage, scratching, denting, chipping, staining and tearing of owner packed effects, including trunks, suitcases and the like and excludes claims for missing items unless you supply us with a valued list of contents prior to commencement of transit, and this list is approved for insurance.
12. Confiscation or seizure of goods by Customs or Government Agencies.

22 July 2005 (AO 74)



# Cadogan Tate

**FINE ART LOGISTICS**  
MOVING + STORAGE + PACKING + SHIPPING

## SERVICE SPECIFICATION & RELATED SERVICES

### INTRODUCTION

This specification lists the standard to which we will carry out our services. Any exceptions agreed with our estimator will be confirmed to you in writing and detailed in your estimate.

### 1. THE MOVE

#### a. Planning & Pricing Assumptions

We plan and price your removal on the basis that our crew will be able to start immediately and work through under the direction of their foreman without interruption or delay.

#### b. Initial Inspection

In accordance with Health & Safety regulations our foreman will inspect the building before packing or moving in order to undertake a risk assessment and devise a safe system of work. He will also check the condition of the building and its contents and he will note and agree with you any obvious pre-existing damage or defects.

#### c. Standard Protection Of Buildings

Floors will be protected when appropriate (except for stairs, which for reasons of safety we will not cover). Ornate or vulnerable banisters will be protected with blanket wrap.

#### d. Packing Method & Materials To Be Used

- Blanket Wrapping - For furniture, pictures and mirrors
- Cartons & White Paper - For small pictures, china, glassware and other small items
- Blanket or Paper Wrap - For polished surfaces
- Picture Packs - For pictures and mirrors
- Polythene Covers - For soft furnishings

New packing materials will be used unless agreed otherwise with our estimator

#### e. Unpacking

We offer either a Deliver and Place Service or a Fragiles Only Unpack Service:

##### i. Deliver & Place Service

- Unwrap and place furniture as directed
- Re-assemble all items dis-assembled by us  
(Exceptions: See Clause 9(g) of our Terms & Conditions Of Business)
- Unpack (but not hang) pictures, mirrors and wall mounted items
- Clear away and remove waste packing materials (see Clause 11 of our Terms & Conditions Of Business)

##### ii. Fragiles Only Unpack Service

- Unpack china, porcelain, glass and silverware
- Do not unpack any other cartons (unless otherwise agreed in writing)
- Please note that we do not accept liability for the contents of cartons which we have not both packed and unpacked (see Clause 9 of our Terms & Conditions Of Business)

#### f. Responsibilities & Excluded Services

Unfortunately we have to omit certain services from our standard specification. We would like to draw your attention to our Terms & Conditions Of Business, especially Clauses 2, 4 and 5. If you have any specific requirements in these areas please discuss them with our estimator, but please note that exceptions will only be accepted if confirmed in writing by us in your estimate.

#### g. Parking

##### i. Booking

Parking suspension is an important aspect of moving and must be booked 8 - 14 days (depending on your borough) prior to your move date. We will provide assistance in arranging permits and/or parking suspensions, but we require your acceptance form within the timescales above in order to be of assistance in this matter. Should you require our advice please call our office.

##### ii. Charges

Your local council may raise charges for bay suspension, these are payable by you and will not be included in your estimate. We can provide guidance on what these charges will be. Parking fines imposed on us as a result of late notification of your move date or your failure to arrange parking facilities will be payable by you.

# Cadogan Tate

**FINE ART LOGISTICS**  
MOVING • STORAGE • PACKING • SHIPPING

## SERVICE SPECIFICATION & RELATED SERVICES

### 2. STORAGE

#### a. The Building

Our storage facility is modern and external security is provided by CCTV linked to a 24/7 central monitoring station. All external areas are well lit. Internal security is provided by a modern intruder alarm system linked to a 24 hour central monitoring station using BT's RedCare service. The main loading bay is also covered by CCTV and movements in and out are digitally recorded. We have secure access control into the building and we provide parking for both private cars and commercial vehicles.

#### b. Storage Property Control Records

We will label all property to be moved to store with an identity number. As your property is loaded an inventory with a basic description (not detailed) will be compiled listing the general contents of cartons (if known), status (e.g. packed by owner [PO]), the room from which it came and any obvious defects. If items are to be containerised, the container number will be noted and the container will be sealed. On completion of loading the client and our foreman will sign it off as complete and correct.

#### c. Storage Options

We offer a wide range of options for storage space and related services and can offer bespoke solutions to most individual requirements.

##### i. Storage By Area

Storage rooms are available within our warehouse. Items can be stored in shared rooms for cost effective storage, or private rooms which can be hired for your exclusive use.

When additional items come in to join consignments already in loose storage, storage charges may increase to take into account the area used. Charges will depend on the type and size of the additional items and whether they can be stored within the area already charged for.

##### ii. Private Rooms

Private Rooms are available on request for your exclusive use and vary in size from 125 square feet (sq ft) to 1,040 sq ft.

##### iii. Containerised Storage

Containers with a storage volume of 250 cubic feet (cu ft) are available. Containerised storage rates are lower than for loose storage, but items are not so easily accessible and we need more notice for inspections and extractions. Please note there are charges payable for the extraction and inspection of containers.

#### Please Note:

- Adding items to your containers already in store may not increase storage charges if the items fit into the existing containers.
- Additional containers will only be used when absolutely necessary or at the client's specific request. Removing items from store will not automatically reduce storage charges. Any reduction will be dependent on which items are removed and whether the consignment can be consolidated.
- Unless instructions to the contrary are received, containers are as a matter of routine consolidated to the benefit of the client whenever items are removed.
- It should be noted that charges will be made for consolidation.
- We require at least 48 hours notice for inspections/extractions from containers and charges will apply to this service.
- Items that in our opinion are too large, too heavy, or unsuitable to go into a container will be treated for charging purposes like another container.

#### d. Reception

Clients meeting their own clients on site can use our Main Reception. For Health & Safety reasons all clients and visitors will be required to sign in.

#### e. Handling and Packing

##### i. Warehouse

We can provide helpful, experienced warehouse porters and handling equipment to assist clients, or their staff, to handle goods inwards or outwards.

##### ii. Packing

Our export packing department, staffed by experienced packers and stocked with every sort of packing material is available upon request. Advance notice may be required, so please contact our office in order to check availability.

#### f. Inventory and Stock Control

We can receive goods inwards on your behalf and hand out consignments against your written instructions. Accurate stock records can be maintained and monthly stock reports can be provided upon request. For an additional charge we can arrange an itemised photographic inventory of all items in storage. This can assist the effective management of large consignments and enables swift identification of individual items.

#### g. Storage Charges

Please see Appendix 1 for all storage related charges.

# Cadogan Tate

**FINE ART LOGISTICS**

MOVING • STORAGE • PACKING • SHIPPING

## SERVICE SPECIFICATION & RELATED SERVICES

### 3. INSURANCE

#### a. Client's Property Insurance - Introduction

A number of insurance options with differing levels of cover are available to the client. The choice is entirely the Client's and should be indicated on the Acceptance Of Estimate.

Included in the estimated move price and basic storage price are: *Damage To Premises* to £200, *Employee Fidelity Guarantee* to £250,000 and *Public & Employee Liability* to £10,000,000 subject to our Terms & Conditions Of Business.

#### b. Level of Cover for Moving

All Risks Insurance when arranged for the client covers their property while in transit with us for the value declared in the Acceptance Of Estimate, subject to a limit of £150,000. The premium for All Risks cover for moving is 12.5% of our net moving charges.

#### c. Level of Cover for Storage

All Risks insurance when arranged for the client covers their property while in storage with us for the value declared in the Acceptance Of Estimate, subject to a limit of £150,000. The premium for All Risks cover for storage is based on the consignment value declared and is subject to individual quotation.

#### d. Basis of Cover

When insurance is arranged on your behalf the cover is based on the 'Indemnity' value of your possessions. This means that property is insured for its resale value, not for its replacement value. No Excess is applicable. All insurance arranged is subject to policy terms.

#### Please Note:

- Insurance arrangements for moving and storage must be of the same level.
- The minimum value insurable is £10,000 and charges will be structured accordingly.
- The limit for undecared value will be £10,000  
If you do not make a declaration to us on the value of your property then it will be considered to have a maximum value of £10,000. In the event of a claim and the absence of a declaration you may find that your move has been underinsured.
- Property moved to and from store cannot be insured in transit if it is not also covered on the same policy while in store.
- Consignments packed by others cannot be insured for damage to or loss of contents.

#### e. All Risks Insurance Cover in Excess of £150,000

We can arrange insurance cover to £5,000,000 without further reference to Interested Insurers. The additional premiums are competitive, but subject to individual quotation. Cover is subject to application by you, written confirmation by us and payment by you of the additional premium before the move commences.

#### f. Self Insurance With Limited Liability From Cadogan Tate Fine Art Logistics

Clients are free to make their own insurance arrangements, but please note the following:

- Moving and storage places property at risk and in the client's interest we advise that adequate insurance cover is in place.
- The contract terms of Cadogan Tate Fine Art Logistics Ltd Standard Terms & Conditions Of Business (Consumer) will be applicable. These severely limit liability for clients' property, buildings and exclude liability for consequential loss and thus limit the customer's Insurer's rights of subrogation against Cadogan Tate Fine Art Logistics Ltd.
- To ensure proper disclosure and insurance cover, clients should inform their insurers in writing of our Terms & Conditions Of Business. The client is also advised to check that the cover provided by their own insurers covers all risks and that insurers confirm that they have been notified of their limited rights of subrogation.

#### g. Summary of Insurance Cover

A summary of the insurance cover that we will arrange at your request is available from our office if it is not included with your estimate.

If you require any further information about insurance and liability arrangements please do not hesitate to contact our offices.



# Cadogan Tate

**FINE ART LOGISTICS**

MOVING • STORAGE • PACKING • SHIPPING

## SERVICE SPECIFICATION & RELATED SERVICES

### STORAGE SERVICE CHARGES

#### TARIFF FOR SUPPLEMENTARY SERVICES

##### Charges For Receiving Goods In:

For property not transported by Cadogan Tate, a receiving, checking and inventory charge is payable.

- **Storage By Area**  
1-20 Items £22.50
- **Containerised Storage**  
1-20 Items / 1 Container £54.00

More than 20 Items / 1 Container

Additional charges by the hour as per the rates below

##### Charges For Handling Items Out:

For property collected from store, a charge is payable for checking items out and handing over to your carriers.

- **Storage By Area**  
1-20 Items £22.50
- **Containerised Storage**  
1-20 Items / 1 Container £48.50

More than 20 items / 1 Container

Additional charges by the hour as per the Handling & Packing rates below

##### Charges For Handling, Packing & Inspections

- On Site Project Manager £40.00 per hour
- Warehouse Porters £22.50 per hour
- Export Packers £28.50 per hour (plus materials)
- Forklift Drivers £33.50 per hour
- Extraction of item(s) from Container(s) £48.50 per container (Including re-packing and re-stacking container)

NB. The minimum chargeable period for all the above is one hour

##### Charges For Photographic Inventory:

For an itemised photographic inventory of all items in storage.

- 1-200 Items £3.15 per item
- 200+ Items £2.50 per item

##### Charges For Hire Of Racking

Hire of high quality storage racking By agreement

All above charges are quoted net of VAT, which will be added at the applicable rate.